



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## RECENT CASE NOTES

**BOUNDARIES—INTERSTATE RIVER—EFFECT OF AVULSION.**—The boundary between Arkansas and Tennessee was fixed by treaties and statutes as “the middle of the Mississippi River.” Between 1823 and 1876 the channel had gradually shifted toward the Tennessee side. In 1876 by a sudden avulsion the river formed a new channel and the old river bed thereafter gradually filled in and became dry ground. The State of Arkansas brought an original suit in the United States Supreme Court against the State of Tennessee to determine the location of the boundary line between them. *Held*, that the boundary line was the center of the channel of navigation as it existed just prior to the avulsion. *Arkansas v. Tennessee* (1918, U. S.) 38 Sup. Ct. 301.

In declaring that a boundary designated as the “middle” of a river means, as applied to a navigable stream separating states, the center of the channel, the court follows the accepted rule of international law and its own earlier decisions. *Iowa v. Illinois* (1892) 147 U. S. 1, 13 Sup. Ct. 239. A similar rule prevails generally in boundary controversies between private riparian owners. *Miller v. Mann* (1882) 55 Vt. 475. A gradual shifting of the channel by erosion and accretion is held to change the boundary. *Nebraska v. Iowa* (1891) 143 U. S. 359, 12 Sup. Ct. 396; *Pack v. Stepp* (1908) 33 Ky. L. Rep. 677, 110 S. W. 887. But upon a sudden shifting by avulsion, the boundary remains fixed at its former line. *Philadelphia Co. v. Stimson* (1911) 223 U. S. 605, 32 Sup. Ct. 340. Tennessee contended that the above rules did not apply to the particular circumstances of this case, and that the reappearance of the land which constituted the bed of the river immediately before the avulsion reestablished the original boundary as it was, not merely before the avulsion, but before the previous gradual shifting by erosion and accretion had occurred. This contention had been sustained by its own courts. *State v. Muncie Pulp Co.* (1907) 119 Tenn. 47, 104 S. W. 437 [overruled in *Cissna v. Tennessee* (1918, U. S.) 38 Sup. Ct. 306, on the authority of the principal case]. In rejecting this contention and holding that an avulsion permanently fixes the boundary as it stood when the avulsion occurred, the case is clearly sound. See, in accord, *Winneman v. Reeves* (1917, C. C. A. 5th) 245 Fed. 254.

**CONFLICT OF LAWS—CAPACITY—CONTRACTS OF MARRIED WOMEN.**—A married woman domiciled, as the plaintiff apparently knew, in Texas signed, while she was temporarily in Chicago, a guaranty of her husband's note to the plaintiff. Suit was brought on the guaranty in a federal court in Texas. It was assumed that if the wife's domicil had been in Illinois, the guaranty there signed would have been valid under Illinois law. *Held*, that the law of Texas, denying a married woman capacity to make such a contract, rendered this contract unenforceable in a court administering Texas law, on the ground that it would be against the policy of the jurisdiction to enforce there a contract of the forbidden type entered into by a woman domiciled in the state, while she was temporarily in another state which allowed such contracts. *Union Trust Co. of Chicago v. Grosman* (1918) 38 Sup. Ct. 147. See COMMENTS, p. 816.

**CONSTITUTIONAL LAW—TAXATION—MUNICIPAL FUEL YARD AS PUBLIC PURPOSE.**—Under the authority of a legislative act and a city ordinance, the City of Portland, Maine, proceeded to establish a municipal yard for the purpose of supplying “wood, coal and fuel” to its inhabitants at cost. The plaintiffs, citizens and taxpayers of Portland, sought an injunction on the ground that